

# Memorandum



**Date:** September 4, 2007

**To:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**From:** George M. Burgess  
County Manager

Agenda Item No. 8(A)(1)(E)

**Subject:** Resolution Approving Amendment One to Limited Reimbursable Agreement between the Federal Aviation Administration and the County to support the relocation of NAVAIDS for Runway 27 at Miami International Airport Under FAA Agreement No. SO-0613-07(1)P

## **Recommendation**

It is recommended that the Board approve the attached resolution authorizing the County Mayor or designee to execute Amendment One to the Limited Reimbursable Agreement ("RA") Number SO-0613-07(1)P between Miami-Dade County (the "County") and the Federal Aviation Administration ("FAA"), for FAA services in connection with the relocation of Runway Navigational Aid Systems "NAVAIDS" for Runway 27 at Miami International Airport ("MIA").

## **Scope**

Miami International Airport is located within Commission District Six. However, the impact of this item is countywide in nature as Miami International Airport is a regional asset.

## **Fiscal Impact/Funding Source**

Under the original Agreement, the County agreed to pay the FAA up to \$25,200 for preliminary design and planning costs. The final costs for the relocation of the navigational equipment have recently been estimated by FAA to be \$2,048,465. The County is also responsible for any costs in excess of the \$2,048,465, but, if the final costs are less than the \$2,048,465, the FAA will provide a refund to the County. The funding source for this project is the Capital Improvement Program budget for Concourse J.

## **Track Record/Monitor**

José A. Ramos, R.A., Chief of Aviation Planning Section

## **Background**

The FAA currently maintains certain navigational systems located immediately to the east of Runway 27. As a result of the new South Terminal Development and Concourse J Projects, the runway threshold at the east end of Runway 27 needs to be moved to a point 356 feet from the end of the runway pavement. The relocation of the runway threshold requires the relocation of the FAA's existing Runway 27 glide slope antenna and support structure for the runway's instrument landing system.

The original agreement approved by this Board on June 6, 2006 (R-635-06), set in motion certain actions required before the FAA would commit resources to the project involving the ultimate relocation of the NAVAIDS equipment. Under the agreement, the FAA agreed to provide preliminary design

services, engineering, site surveys, cost estimates, and planning services associated with the relocation of the equipment, and the County agreed to pay for the cost of design and the cost of relocating the navigational equipment. Under the original Agreement, the County agreed to pay the FAA up to \$25,200 for preliminary design and planning costs.

The FAA has now completed its preliminary design work for the relocation of the navigational equipment and has provided the County with an estimate of \$2,048,465 to complete the relocation. The FAA will perform the work but requires the \$2,048,465 to be paid to the FAA in advance. In addition, the FAA requires the County to pay any final costs in excess of the \$2,048,465, but, if the final costs are less than the \$2,048,465, the FAA will refund to the County the difference between such final costs and the \$2,048,465. Accordingly, Amendment One to the Agreement outlines the nature of the FAA's work, the parties' obligations in regard to the relocation project, and the County's funding requirements. Funds sufficient to discharge the County's obligations have already been budgeted as part of the cost of the Concourse "J" Project.

  
Assistant County Manager

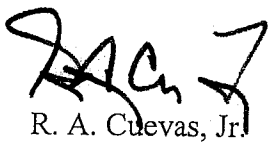


# MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

DATE: September 4, 2007

FROM:   
R. A. Cuevas, Jr.  
County Attorney

SUBJECT: Agenda Item No. 8(A)(1)(E)

Please note any items checked.

\_\_\_\_\_ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

\_\_\_\_\_ 6 weeks required between first reading and public hearing

\_\_\_\_\_ 4 weeks notification to municipal officials required prior to public hearing

\_\_\_\_\_ Decreases revenues or increases expenditures without balancing budget

\_\_\_\_\_ Budget required

\_\_\_\_\_ Statement of fiscal impact required

\_\_\_\_\_ Bid waiver requiring County Manager's written recommendation

\_\_\_\_\_ Ordinance creating a new board requires detailed County Manager's report for public hearing

\_\_\_\_\_ Housekeeping item (no policy decision required)

\_\_\_\_\_ No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(A)(1)(E)

09-04-07

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION RELATING TO MIAMI INTERNATIONAL AIRPORT; APPROVING AMENDMENT ONE TO LIMITED REIMBURSEMENT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) IN THE AMOUNT OF \$2,048,465 TO BE PAID TO THE FAA IN REIMBURSEMENT OF FAA'S CONSTRUCTION AND OTHER WORK ASSOCIATED WITH THE RELOCATION OF NAVIGATIONAL EQUIPMENT NECESSITATED BY THE EXPECTED COMPLETION OF THE SOUTH TERMINAL AREA AND THE CONCOURSE J PROJECT IN 2007; AUTHORIZING MAYOR OR DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO INCREASE THE AMOUNT OF SUCH REIMBURSEMENT TO THE EXTENT FUNDS THEREFOR ARE AVAILABLE IN THE CONCOURSE J PROJECT ACCOUNT**

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and document, copies of which we incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the attached Amendment One to the Limited Reimbursement Agreement between the County and the Federal Aviation Administration (FAA) under which Amendment the County will pay \$2,048,465 to the FAA in reimbursement of the FAA's construction costs and other costs associated with the relocation of navigational equipment necessitated by the expected completion of the South Terminal Area and the Concourse "J" project in 2007; authorizes the County Manager to increase the amount of such reimbursement to the FAA upon completion of the project and demonstration by the FAA that any such additional costs are reasonable and necessary for the relocation of the navigational equipment, upon review by the County Attorney's Office, and only to the extent such additional costs are available in the Concourse "J"

Project Account; and authorizes the Mayor or designee to execute all documents and take all necessary actions to place such agreement into effect, including exercising any termination provisions thereof.

The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

|                                    |                    |
|------------------------------------|--------------------|
| Bruno A. Barreiro, Chairman        |                    |
| Barbara J. Jordan, Vice-Chairwoman |                    |
| Jose "Pepe" Diaz                   | Audrey M. Edmonson |
| Carlos A. Gimenez                  | Sally A. Heyman    |
| Joe A. Martinez                    | Dennis C. Moss     |
| Dorin D. Rolle                     | Natacha Seijas     |
| Katy Sorenson                      | Rebeca Sosa        |
| Sen. Javier D. Souto               |                    |

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of September, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency. TPA

Thomas P. Abbott

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**AMENDMENT ONE TO  
REIMBURSABLE AGREEMENT BETWEEN**

**DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**AND**

**THE MIAMI-DADE COUNTY THROUGH ITS  
AVIATION DEPARTMENT**

**WHEREAS**, Article V of the Agreement Number SO-0613-07P for the project titled

"Relocate NAVAIDS, Runway 9/27 at Miami International Airport, Miami, Florida"

requires that changes and or modifications to the agreement shall be made by written amendment, signed by authorized representatives of each party.

**WHEREAS**, the Miami-Dade Aviation Department, hereinafter referred to as the Project Sponsor, has a project to eliminate the displaced threshold on Runway 27. This agreement provides funds for FAA to perform work associated with the modification of the Runway 27 localizer and the relocation of the impacted navigational aids located to the east of the east end of Runway 27 at Miami International Airport.

**NOW THEREFORE**, the FAA and the Project Sponsor mutually concur that the agreement be amended by adding the following responsibilities and costs to the Articles II, III, and IV of the existing Reimbursable Agreement, as specifically stated herein. Other than the amended articles specified below, the original agreement remains unchanged. To the extent that there is any inconsistency between the original and these amendments, the amendments shall take precedence:

**ARTICLE II – Scope of Agreement and Description of Project**

A. The FAA shall perform the following services, at the Project Sponsor's expense:

1. Develop the construction design package for the relocation of the Runway 27 Glide Slope (GS), the Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR), and the Runway Visual Range (RVR), utilizing the Project Sponsor's design to relocate the Runway 27 threshold. Develop a construction design package to replace the existing Runway 27 Visual Approach Slope Indicator (VASI) with a Precision Approach Path Indicator (PAPI). Develop a design package for modifying the Runway 27 localizer (LOC). This shall include design for construction contract, underground cables, power service and lease modifications.
2. Develop electronics design package for the relocation of the GS, MALSR, RVR and PAPI equipment.
3. Conduct a project kick-off meeting with local and regional FAA representatives. The purpose of the meeting is to develop a project schedule for both design and

implementation. It will also include a project overview to identify and take action to resolve any related issues.

4. Prepare a no-cost lease requests with the Project Sponsor for the relocated facilities.
5. Perform Environmental Assessment and Environmental Due Diligence Audit.
6. Provide a resident engineer (RE) and project engineer during construction. The RE will arrive on-site a week before the start of work (for security clearances and pre-construction meeting) on FAA facilities and will remain onsite until all construction punch-list items are cleared. The RE will prepare weekly reports documenting construction progress and be responsible for promptly identifying pertinent issues to the Project Sponsor.
7. Provide a technician for installation and tune-up of electronics equipment. The technician will be on-site from the start of the electronics installation until each facility passes flight check.
8. Purchase electronics installation materials to facilitate the relocation of the GS, MALSR, RVR, and the VASI to PAPI replacement. Purchase electronics installation materials to facilitate the equipment modifications for the LOC. The installation of these materials and tune-up of electronics equipment will be performed by FAA personnel.
9. All facility shut-downs will be coordinated with local FAA personnel and the Project Sponsor to minimize the impact to air traffic operations.
10. Obtain all necessary construction and environmental permits, easements, and encroachment permits. This work includes meeting all airport security requirements and performing airspace evaluations.
11. Arrange for installing a primary power service to each facility.
12. Accomplish contracting, construction and relocation of the GS, MALSR, and RVR facilities and for the VASI to PAPI replacement.
13. Perform all cable terminations.
14. Conduct a Contractors Acceptance Inspection (CAI) with the Project Sponsor for the GS, MALSR, RVR and PAPI relocations.
15. Perform commissioning flight check(s).
16. Conduct a Joint Acceptance Inspection (JAI) with local FAA personnel and clear all exceptions.

B. The Project Sponsor shall:

1. Provide all available site specific reference drawings. These drawings will include topographic maps, in-pavement cans (if required), duct system details, and runway centerline profile.
2. Formally notify the Project Engineer at (404) 305-6470 a minimum of 14 calendar days in advance of major project milestones for coordination of activities. Major milestones shall include formal design reviews, Notice to Proceed (NTP), changes to the project schedule, and formal inspections. A project schedule must be presented to the FAA in advance of the NTP for planning and tracking purposes.
3. Provide a designated representative who will be readily available to the FAA during construction contract. This representative will be responsible for addressing FAA concerns to the Project Sponsor's contractor.
4. Enter into a no-cost lease with the FAA for the relocated facilities.
5. Participate in CAI(s) and final JAI with FAA representatives.

C. The estimated FAA costs associated with this project are as follows:

| WBS #                                          | WBS Description                                  | Estimated Cost   |
|------------------------------------------------|--------------------------------------------------|------------------|
| <b>IMPLEMENTATION - Glide Slope, Runway 27</b> |                                                  |                  |
| WB4010                                         | Program Management                               | \$3,600          |
| WB4020                                         | Engineering                                      | 25,200           |
| WB4030                                         | Environmental & OSHA Compliance                  | 2,400            |
| WB4040                                         | Site Selection & Acquisition                     | 600              |
| WB4050                                         | Construction                                     | 243,000          |
| WB4060                                         | Site Preparation, Installation, Test, & Checkout | 69,600           |
| WB4070                                         | JAI/Commissioning/Closeout                       | 20,400           |
| <b>Glide Slope Total</b>                       |                                                  | <b>\$364,800</b> |

| WBS #                                    | WBS Description                                  | Estimated Cost   |
|------------------------------------------|--------------------------------------------------|------------------|
| <b>IMPLEMENTATION - MALSR, Runway 27</b> |                                                  |                  |
| WB4010                                   | Program Management                               | \$4,200          |
| WB4020                                   | Engineering                                      | 24,600           |
| WB4030                                   | Environmental & OSHA Compliance                  | 58,000           |
| WB4040                                   | Site Selection & Acquisition                     | 600              |
| WB4050                                   | Construction                                     | 834,050          |
| WB4060                                   | Site Preparation, Installation, Test, & Checkout | 30,000           |
| WB4070                                   | JAI/Commissioning/Closeout                       | 22,200           |
| <b>MALSR Total</b>                       |                                                  | <b>\$973,650</b> |



| WBS #  | WBS Description                                  | Estimated Cost   |
|--------|--------------------------------------------------|------------------|
|        | <b>IMPLEMENTATION – PAPI, Runway 27</b>          |                  |
| WB4010 | Program Management                               | \$0              |
| WB4020 | Engineering                                      | 11,400           |
| WB4030 | Environmental & OSHA Compliance                  | 600              |
| WB4040 | Site Selection & Acquisition                     | 600              |
| WB4050 | Construction                                     | 134,850          |
| WB4060 | Site Preparation, Installation, Test, & Checkout | 10,800           |
| WB4070 | JAI/Commissioning/Closeout                       | 6,840            |
|        | <b>PAPI Total</b>                                | <b>\$165,090</b> |

| WBS #  | WBS Description                                  | Estimated Cost  |
|--------|--------------------------------------------------|-----------------|
|        | <b>IMPLEMENTATION –TD RVR, Runway 27</b>         |                 |
| WB4010 | Program Management                               | \$0             |
| WB4020 | Engineering                                      | 12,000          |
| WB4030 | Environmental & OSHA Compliance                  | 600             |
| WB4040 | Site Selection & Acquisition                     | 600             |
| WB4050 | Construction                                     | 72,000          |
| WB4060 | Site Preparation, Installation, Test, & Checkout | 7,200           |
| WB4070 | JAI/Commissioning/Closeout                       | 5,400           |
|        | <b>RVR Total</b>                                 | <b>\$97,800</b> |

| WBS #  | WBS Description                                  | Estimated Cost  |
|--------|--------------------------------------------------|-----------------|
|        | <b>IMPLEMENTATION - Localizer, Runway 09</b>     |                 |
| WB4010 | Program Management                               | \$0             |
| WB4020 | Engineering                                      | 600             |
| WB4030 | Environmental & OSHA Compliance                  | 0               |
| WB4040 | Site Selection & Acquisition                     | 0               |
| WB4050 | Construction                                     | 3,000           |
| WB4060 | Site Preparation, Installation, Test, & Checkout | 13,200          |
| WB4070 | JAI/Commissioning/Closeout                       | 1,200           |
|        | <b>LOCALIZER Total</b>                           | <b>\$18,000</b> |

| Relocated NAVAIDS, Runway 9/27       | Estimated Cost     |
|--------------------------------------|--------------------|
| Glide Slope                          | \$364,800          |
| MALSR                                | 973,650            |
| PAPI                                 | 165,090            |
| RVR                                  | 97,800             |
| Localizer                            | 18,000             |
| <b>Subtotal</b>                      | <b>1,619,340</b>   |
| <b>26.5% Administrative Overhead</b> | <b>429,125</b>     |
| <b>AMENDMENT ONE TOTAL</b>           | <b>\$2,048,465</b> |

- D. No services or supplies, other than listed above, will be furnished under this agreement.
- E. Materials or equipment will be furnished through the FAA Logistics Center at the Project Sponsor's cost.
- F. The FAA will procure electronics installation materials, at the Project Sponsor's expense.
- G. The FAA procured materials will be stored by the local FAA System Support Center.
- H. The FAA will charge the Project Sponsor administrative overhead at the current rate of 26.5%.

#### **ARTICLE III – Period of Agreement and Effective Date**

The amendment is estimated to last 30 months. It will be effective on the date of the last signature below.

#### **ARTICLE IV - Reimbursement, Performance, and Accounting Arrangement**

- A. The Project Sponsor must pay the FAA in advance when the agency is required to obligate funds to comply with this agreement. The advance payment is the agency's estimated total cost to be reimbursed under this agreement. The Project Sponsor will send a copy of the executed agreement to the office indicated in Section C of this Article with an advance payment in the amount of \$2,048,465. Advance payment in the amount of \$2,048,465 must be received before the FAA incurs any obligation to implement this agreement. The advance payment will be held as a non-interest bearing deposit. Any amount due on the final bill will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the Project Sponsor.

In addition, the FAA acknowledges the Project Sponsor's advance payment of \$25,200 submitted with the limited reimbursable agreement effective on June 6, 2006.

- B. In determining the costs to the FAA, there shall be included general administrative overhead cost based on the current rate of 26.5% of the project costs. This overhead represents the cost to the FAA of those indirect expenses that are a part of the cost of overhead agency operations. The overhead rate shall be adjusted automatically to the current rate, as determined by the FAA, without the necessity for formal amendment.
- C. The FAA hereby assigns the responsibility for the accomplishment of this agreement to the Eastern Service Area. The Project Sponsor will send a copy of the executed agreement and the full advance payment to the Accounting Division identified by the FAA as the billing office for this agreement. All payments should reference the agreement number, sponsor name, and project location so that it may be allocated to the correct account. Their mailing address is:

FAA – Mike Monroney Aeronautical Center  
ATTN: AMZ-330  
P.O. Box 25082  
Oklahoma City, OK 73125  
Telephone: (405) 954-9429

- D. The Project Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Miami-Dade Aviation Department  
Attn: Mr. Sunil Harman  
Division Director, Aviation Planning  
P.O. Box 025504  
Miami, Florida 33102-5504  
Telephone: (305) 876-7090

- E. Estimates as contained in Article II are expected to be a maximum, but may be adjusted to recover the FAA's actual costs. If during the course of this agreement, actual costs are expected to exceed the estimated costs, the FAA will notify the Project Sponsor immediately and provide a written explanation for the increased costs. The FAA will also provide the Project Sponsor with a modification to the agreement, which includes additional FAA costs plus overhead. The Project Sponsor agrees to prepay the entire estimated cost of the modification, plus the required overhead. The Project Sponsor will send a copy of the executed amended agreement and additional advance payment to the FAA Accounting Division listed above.

#### **ARTICLE XV - Entire Agreement**

This document is the entire agreement of the parties, who accept the terms of the agreement as shown by their signatures below. In the event the parties duly execute any amendment to the agreement, the terms of such amendment shall supersede the terms of this agreement to the extent of any inconsistency.

The FAA and the Project Sponsor agree to the provisions of this amendment as indicated by the signatures of their duly authorized representatives.

If not signed and returned by the Project Sponsor by September 30, 2007, this agreement shall expire.

**FEDERAL AVIATION ADMINISTRATION**

SIGNED BY WHD

BILL NELMES  
Printed Name

TITLE Contracting Officer

DATE 5/15/07

**MIAMI-DADE AVIATION DEPARTMENT**

SIGNED BY \_\_\_\_\_

\_\_\_\_\_  
Printed Name

TITLE \_\_\_\_\_

Tax Payer ID No.: \_\_\_\_\_

DATE \_\_\_\_\_